

**AMENDMENT NO. 4 TO INTERLOCAL AGREEMENT FOR  
MARINE LAW ENFORCEMENT SERVICES**

**CONTRACT # C22-3252-TDD**

This Amendment No. 4 hereby amends the Interlocal Agreement effective October 1, 2022, by and between Okaloosa County, Florida ("County") and Okaloosa County Sheriff's Office ("Sheriff"), for Marine Law Enforcement Services ("Contract"), also known as County Contract No. C22-3252-TDD.

WITNESSETH:

**WHEREAS**, both parties desire to amend the current year contract to reflect carryover funds available to complete the purchase of a boat and truck authorized in the prior fiscal year; and

**WHEREAS**, the County desires to update insurance requirements.

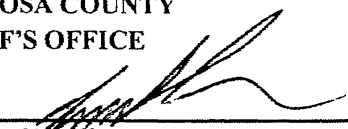
**NOW THEREFORE**, in consideration of the mutual covenants herein and other good and valuable consideration, the parties hereby agree to amend the Contract as follows:

(~~stricken~~ words indicate deletions, underlined words indicate additions)

1. Exhibit A shall be amended as included herein.
2. Exhibit B shall be amended as included herein.
3. This Amendment No. 4 shall be effective upon execution by both parties.
4. All other provisions of Contract # C22-3252-TDD shall remain in full force.


IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the last date herein written below.

**OKALOOSA COUNTY  
SHERIFF'S OFFICE**

  
Eric Aden, Sheriff

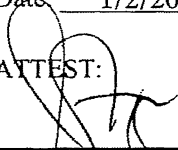
Date: 12/11/2023

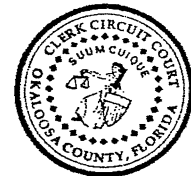
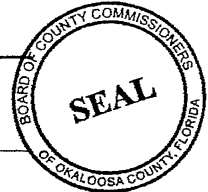
**BOARD OF COUNTY COMMISSIONERS OF  
OKALOOSA COUNTY, FLORIDA**

  
Paul Mixon, Chairman

Date: 1/2/2024

ATTEST:

  
J.D. Peacock II, Clerk of Circuit Court





**EXHIBIT B**

**GENERAL SERVICES INSURANCE REQUIREMENTS**  
**OTHER PUBLIC ENTITY – LAW ENFORCEMENT**

**CONTRACTORS INSURANCE**

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida and having a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. With the exception of Workers' Compensation policies, the County shall be shown as an Additional Insured on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered a breach of contract.

## **WORKERS' COMPENSATION INSURANCE**

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

## **BUSINESS AUTOMOBILE LIABILITY**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$300,000 combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

## **LAW ENFORCEMENT LIABILITY INSURANCE**

1. The Contractor shall carry Law Enforcement Liability insurance against all claims for Bodily Injury & Property Damage liability caused by the Contractor.
2. Contractor shall agree to keep in continuous force Law Enforcement Liability coverage for the length of the contract.

**INSURANCE LIMITS OF LIABILITY**

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer’s liability with limits as prescribed in this contract:

|                              | <u>LIMIT</u>   |
|------------------------------|--|
| 1. Workers’ Compensation     |  |
| 1.) State                    | Statutory  |
| 2.) Employer’s Liability     | \$100,000 each accident  |
| 2. Business Automobile       | \$500,000 each accident<br>(A combined single limit)           |
| 3. Law Enforcement Liability | \$1,000,000 each occurrence<br>Bodily Injury & Property Damage |

**NOTICE OF CLAIMS OR LITIGATION**

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor’s knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

**INDEMNIFICATION & HOLD HARMLESS**

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

**Note: For Contractor’s convenience, this certification form is enclosed and is made a part of the bid package.**

## CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the project name and number and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10) days' prior written notice if cancellation is for nonpayment of premium.
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
7. All deductibles or self-insured retentions ( SIRs), whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

## **GENERAL TERMS**

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

## **EXCESS/UMBRELLA INSURANCE**

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLA insurance policy. In all instances, the combination of primary and EXCESS/UMBRELLA liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement. An Excess liability policy must be submitted indicating which policy it applies to.



**PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: C22-3252-TDD Tracking Number: 502124  
Procurement/Contractor/Lessee Name: OCSO Grant Funded: YES \_\_\_ NO X  
Purpose: amendment #4  
Date/Term: Indefinite 1.  GREATER THAN \$100,000  
Department #: 1410 2.  GREATER THAN \$50,000  
Account #: 591086 3.  \$50,000 OR LESS  
Amount: \$1,001,576  
Department: TDD Dept. Monitor Name: adams

**Purchasing Review**

Procurement or Contract/Lease requirements are met: DeRita Mason Date: 11-29-23  
Purchasing Manager or designee: \_\_\_\_\_ DeRita Mason, Erin Poole, Amber Hammonds

**2CFR Compliance Review (if required)**

Approved as written: NO Federal rules Grant Name: \_\_\_\_\_  
Grants Coordinator: \_\_\_\_\_ Suzanne Ulloa Date: \_\_\_\_\_

**Risk Management Review**

Approved as written: see email attached Date: 11-30-23  
Risk Manager or designee: \_\_\_\_\_ Lydia Garcia

**County Attorney Review**

Approved as written: see email attached Date: 12-9-23  
County Attorney: \_\_\_\_\_ Lynn Hoshihara, Kerry Parsons or Designee

**Department Funding Review**

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

**IT Review (if applicable)**

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_



## DeRita Mason

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**From:** Odessa Cooper-Pool  
**Sent:** Thursday, November 30, 2023 12:53 PM  
**To:** DeRita Mason  
**Cc:** Lynn Hoshihara; Kerry Parsons; Jacqueline Matichuk; Odessa Cooper-Pool  
**Subject:** FW: Sheriff amendment 4 - boat + truck carryover  
**Attachments:** FY24 Sheriff - Amend 4 for boat carryover.docx

Hello DeRita,

Amendment 4 for the Okaloosa County Sherriff's Office has been reviewed and approved by Risk Management for insurance purposes.

Contract: C22-3252-TDD

Thank you,

### **Odessa Cooper-Pool**

Public Records & Contracts Specialist |Risk Management  
Okaloosa County BCC  
302 N. Wilson Street, Crestview, FL 32536  
Office: 1-850-689-4111



"And, when you want something, all the universe conspires in helping you to achieve it."— Paulo Coelho, *The Alchemist*

**Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.**

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**From:** DeRita Mason <dmason@myokaloosa.com>  
**Sent:** Wednesday, November 29, 2023 10:26 AM  
**To:** Lynn Hoshihara <lhoshihara@myokaloosa.com>  
**Cc:** Kerry Parsons <kparsons@ngn-tally.com>; Jacqueline Matichuk <jmatichuk@myokaloosa.com>; Odessa Cooper-Pool <ocooperpool@myokaloosa.com>  
**Subject:** FW: Sheriff amendment 4 - boat + truck carryover

Good morning,  
Please review and approve the attached.  
Thank you,

DeRita Mason

## DeRita Mason

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**From:** Lynn Hoshihara  
**Sent:** Thursday, December 7, 2023 1:18 PM  
**To:** DeRita Mason  
**Cc:** Kerry Parsons; Jacqueline Matichuk; Odessa Cooper-Pool  
**Subject:** Re: Sheriff amendment 4 - boat + truck carryover

This is approved.

Lynn M. Hoshihara  
County Attorney  
Okaloosa County, Florida

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

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**From:** DeRita Mason  
**Sent:** Wednesday, November 29, 2023 11:26:04 AM  
**To:** Lynn Hoshihara  
**Cc:** Kerry Parsons; Jacqueline Matichuk; Odessa Cooper-Pool  
**Subject:** FW: Sheriff amendment 4 - boat + truck carryover

Good morning,  
Please review and approve the attached.  
Thank you,

DeRita Mason



DeRita Mason, CPPO, CPPB, NIGP-CPP  
Purchasing Manager  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, Florida 32536  
Office: (850) 689-5960 Ext. 6966  
Cell: (850) 826-8010  
[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)